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CITY of TUCSON CONTRACT NO. 0078-89

A.G. CONTRACT NO. KR-88-1047-TRD

ECS FILE: IGA-87-61

PROJECT: F-031-315PE, -515C

SECTION: Drachman - Glenn Street

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TUCSON

THIS AGREEMENT entered into this \_\_\_\_\_ day of AUG 01 1988, 1988, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the CITY OF TUCSON, acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Sections 11-952 and 48-572 Arizona Revised Statutes to enter into this agreement and acting by and through its City Council has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, State seeks to improve the safety of the public traveling the state roadway system and desires to improve U.S. 89 from Drachman Road to Glenn Street; and

WHEREAS, City desires improved roadway access and improved traffic circulation patterns within the City and adjustments to a City-owned water line; and

NO.	<u>13272</u>
FILED WITH SECRETARY OF STAT	
Date Filed	<u>9-9-88</u>
	<u>Jim Pharo</u> Secretary of State
By	<u>U. Perdue</u>

WHEREAS, State intends to construct roadway improvements to U.S. 89, including drainage improvements within State right-of-way in the vicinity of Grant Road and agrees to include in the improvements street lighting improvements and adjustments to a water line as requested by City; and

WHEREAS, it is to the mutual benefit of State and City to enter into an agreement to share certain responsibilities relative to the design and construction of said improvements and State and City agree to share in the cost of said improvements as set forth below:

1. State shall bear all engineering and construction costs for said roadway improvements, including street lighting improvements.

2. City shall reimburse State for all engineering costs incurred in the design of storm sewer system in the vicinity of Grant Road from Fontana Avenue to the Santa Cruz River; said amount estimated to be THIRTY-FOUR THOUSAND NINE HUNDRED AND EIGHTY DOLLARS (\$34,980).

3. City shall reimburse State for all engineering costs incurred in the design of the water line adjustments; said amount estimated to be SIXTEEN THOUSAND DOLLARS (\$16,000).

4. City shall bear all construction costs for the adjustments to said City-owned water line; said amount estimated to be ONE HUNDRED SIXTY-SEVEN THOUSAND FORTY-FIVE DOLLARS (\$167,045) as detailed on Exhibit A attached hereto and made a part hereof.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for roadway improvements for U.S. 89 from Drachman Road to Glenn Street.

2. Include in the roadway improvements, plans for storm sewer crossing within State right-of-way for Grant Road from Fontana Avenue to the Santa Cruz River and plans for adjustments to City-owned water line.

3. Provide plans for the project to City for review and approval.

4. Submit to City, upon completion of design, an itemized bill for engineering costs incurred in the design of said storm sewer.

5. Submit to City, upon completion of design, an itemized bill for engineering costs incurred in the design of the water line adjustments.

6. Ensure, through the contract documents, the removal of all palm trees currently in the median for U.S. 89 from Drachman Road to Glenn Street and the delivery of said palm trees to a site determined by City.

7. Contract for construction of said roadway, utility and drainage improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.

8. Submit to City, upon completion of construction, a detailed breakdown of actual construction costs for relocation of water line and a bill for said costs.

9. Relinquish maintenance responsibilities for the roadway and drainage improvements to City, upon completion of construction for said improvements.

CITY SHALL:

1. Review and approve the project plans. .

2. Remit to State payment in full for engineering costs incurred in the design of said storm sewer improvements, within 60 days of receipt of bill for said costs. .

3. Remit to State payment in full for engineering costs incurred in the design of the water line relocation, within 60 days of receipt of bill for said costs.

4. Remit to State payment in full for relocation of water line, within 60 days of receipt of bill for said costs.

5. In addition to all costs as heretofore mentioned, pay all reasonable costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor for relocation of City-owned water line.

6. Accept maintenance responsibilities for the roadway and drainage improvements from State, pursuant to the terms and conditions set forth in the Maintenance Agreement (City of Tucson Contract No. 0184-82; A.G. Contract No. 82-401) adopted by Mayor and Council on September 7, 1982 by Resolution NO. 11989, upon relinquishment by State at completion of construction.

7. Retain maintenance responsibilities for City-owned water line relocated by State.

THIS AGREEMENT shall remain in full force and effect until completion of said construction projects as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party. In the event of such cancellation, each party shall be liable for their proportionate share of engineering costs and expenses incurred prior to cancellation and which arise out of the performance of activities required by this agreement; maintenance responsibilities shall remain in

full force and effect under the terms specified in paragraph 8 of the Maintenance Agreement adopted by Resolution No. 11989.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

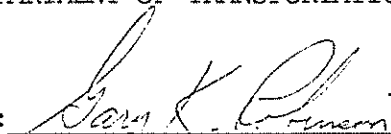
STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

BY:

  
George Miller

TITLE: Mayor Pro Tempore

BY:

  
GARY K. ROBINSON  
State Engineer (Acting)

ATTEST:


  
Donald L. DeMent  
City Clerk

EXHIBIT A  
to  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TUCSON

Item No.	Description	Unit	Quantity	Unit Price	Amount
6010020	Structural Concrete (Class B) (F'C=2.500) (Thrust Blocks)	C.Y.	4	\$300	\$ 1,200
8080254	Valve (4")	EA	1	\$315	315
8080256	Valve (6")	EA	9	\$415	3,735
8080257	Valve (6") (With Tapping) (12" X 6")	EA	1	\$1150	1,150
8080271	Valve (6") (With Tapping) (8" X 6")	EA	1	\$1500	1,500
8080421	Pipe, (Copper) (3/4")	L.F.	10	\$21	210
8080422	Pipe, (Copper) (1")	L.F.	110	\$23	2,530
8080425	Pipe, (Copper) (2")	L.F.	263	\$36	9,468
8080602	Service Connection (For Water Meter) (1-1/2" and 2")	EA	3	\$25	75
8080603	Service Renewal (3/4")	L.F.	300	\$20	6,000
8080604	Service Renewal (1")	L.F.	55	\$22	1,210
8080607	Service Renewal (1-1/2")	L.F.	15	\$25	375
8080608	Service Renewal (2")	L.F.	50	\$30	1,500
8080638	Relocate Water Meter (3/4", 1" and 2")	EA	17	\$300	5,100

8080646	Reset Frame and Cover for Valve Box	EA	33	\$250	8,250
8080655	Relocate Fire Hydrant	EA	12	\$1200	14,400
8081402	Pipe, Ductile Iron (3") (Class 51)	L.F.	155	\$15	2,325
8081415	Pipe, Ductile Iron (6") (Class 50)	L.F.	102	\$35	3,570
8081416	Pipe, Ductile Iron (6") (Class 51)	L.F.	18	\$62	1,116
8081451	Pipe, Ductile Iron (16") (Class 51)	L.F.	128	\$65	8,320
80802204	Pipe, Cement Asbestos, 4"	L.F.	25	\$16	400
80802206	Pipe, Cement Asbestos, 6"	L.F.	1783	\$25	44,575
8084016	Butterfly Valve, (16")	EA	2	\$2000	4,000
Subtotal					<hr/> \$ 121,324
ADD: 10% for Emergency Alterations					12,132
4% of bid item for Maintenance and Protection of Traffic					6,400
4% of bid item for Mobilization					5,400
Subtotal					<hr/> \$ 145,256
15% Engineering and Administrative Costs					21,789
TOTAL					<hr/> \$ 167,045

ADOPTED BY THE  
MAYOR AND COUNCIL  
AUG 01 1988

RESOLUTION NO. 14555

RELATING TO TRANSPORTATION; APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF ORACLE ROAD FROM GLENN STREET TO DRACHMAN STREET.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the Arizona Department of Transportation for the Improvement of Oracle Road from Glenn Street to Drachman Street, attached hereto as Exhibit A, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson, and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council  
of the City of Tucson, Arizona AUG 01 1988.

George Miller  
MAYOR PRO-TEMPORE

ATTEST:

David Woodard  
CITY CLERK

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

REVIEWED BY:

[Signature]  
CITY MANAGER

[Signature]  
NWL:rsj  
7/22/88



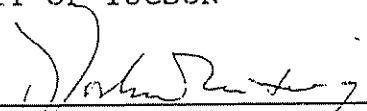
APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Inter-governmental Agreement between the Arizona Department of Transportation and the CITY OF TUCSON and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 25<sup>th</sup> day of July, 1988.

CITY OF TUCSON

By



Assistant City Attorney

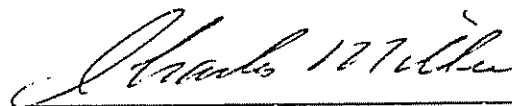
PROJECT: F-031-315PE, -515C

SECTION: Drachman - Glenn Street

RESOLUTION

BE IT RESOLVED on this 25<sup>th</sup> day of September, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with the City of Tucson for the construction of roadway improvements to U.S. 89, including drainage improvements within State right-of-way in the vicinity of Grant Road and traffic signal and appurtenant improvements at the intersection of Grant Road and U.S. 89.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.

  
\_\_\_\_\_  
Charles Miller, Director  
Arizona Department of Transportation

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert H. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR-88-1047-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18<sup>th</sup> day of August, 1988.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division